



REQUEST FOR PROPOSALS

FOR

LEVEL 1 WATER AUDIT VALIDATION

RFP NO. R261788

RFP ISSUE DATE: MONDAY, JANUARY 26, 2026

**PROPOSAL DUE DATE AND TIME:
FRIDAY, FEBRUARY 20, 2026 BY 3:00 P.M. PACIFIC TIME**

TO

PUBLIC WORKS DEPARTMENT
ATTN: EMILY YARSINSKE
SUBMIT VIA [PLANETBIDS](#)

**FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS,
CONTACT THE POINT OF CONTACT (POC):**

EMILY YARSINSKE, ANALYST I
650-903-6078

EMILY.YARSINSKE@MOUNTAINVIEW.GOV

TABLE OF CONTENTS

	<u>Page</u>
I. BACKGROUND	1
II. SCOPE OF SERVICES	2
III. RFP PROCESS	3
A. INVITATION TO RESPOND	3
B. ISSUING OFFICE	3
C. QUESTIONS	3
D. PROPOSED SCHEDULE	4
E. PREPROPOSAL CONFERENCE	4
F. CLARIFICATIONS	4
G. SUBMISSION OF PROPOSALS	4
H. CLOSING DATE	5
I. LATE SUBMISSIONS	6
J. ECONOMY OF PREPARATION	6
K. PROPRIETARY/CONFIDENTIAL INFORMATION	6
L. PROPOSAL MATERIAL OWNERSHIP	6
M. MULTIPLE/ALTERNATIVE PROPOSALS	7
N. ACCEPTABILITY OF PROPOSALS	7
O. PROPOSAL EVALUATION AND SELECTION	7
P. CITY’S RIGHTS	8
Q. EVIDENCE OF RESPONSIBILITY	8
R. INCURRED EXPENSES	8
S. NEWS RELEASES/ADVERTISING	8
T. CONFIDENTIALITY	8
U. CONFLICT OF INTEREST	9
IV. AGREEMENT TERMS	9
V. ATTACHMENTS	9
ATTACHMENT A—PROPOSAL COVER PAGE	
ATTACHMENT B—PROPOSAL PRICE FORM	
ATTACHMENT C—REFERENCES	
ATTACHMENT D—SAMPLE CITY STANDARD CONTRACT	

I. BACKGROUND

- A. The City of Mountain View (City), incorporated in 1902, is a full-service charter city with a City Council/City Manager form of government and over 700 regular positions representing 14 departments. It is a municipal corporation of the state, located in Santa Clara County, California. The City is just over 12 square miles with a population of approximately 86,500 and has a General Operating Fund budget for Fiscal Year 2025-26 of approximately \$194.9 million.

The City operates a municipal water distribution system serving the majority of residents and businesses within City limits. The City supplies over 8 million gallons of drinking water per day to approximately 19,000 metered customers.

B. PROJECT OVERVIEW

The City is seeking proposals from qualified consultants to provide independent validation of the City's annual water audit. The contract term will be from July 1, 2026 through June 30, 2029, with an option for the City to extend through amendments for two 1-year extensions. If the City elects to extend the contract for the additional fiscal year terms, rates for Fiscal Year 2029-30 and Fiscal Year 2030-31 shall be adjusted annually up to the California Consumer Price Index—All Urban Consumers (CCPI-U) for San Francisco-Oakland-Hayward for all items as determined by the California Department of Industrial Relations. For agreements expiring in June, the December CCPI-U from the prior year shall be used. All rate adjustments shall be rounded to the nearest dollar.

California law (Senate Bill 555, Water Code § 10608.34) requires urban water suppliers to prepare and submit an annual water loss audit using the American Water Works Association (AWWA) M36 methodology and to obtain independent validation by a certified validator. A validated water audit ensures that the reported input volumes, authorized consumption, nonrevenue water, and distribution system losses are accurate, consistent, and reliable for statewide water loss monitoring.

The validated water loss audit must be submitted annually to the California Department of Water Resources (DWR) to demonstrate compliance with state water loss control regulations and to support the City's efforts to improve system efficiency and data quality.

The selected consultant (Consultant) will review the City's annual water loss audit data, supporting documentation, and methodologies and will perform a comprehensive validation consistent with AWWA M36 guidance and applicable Water Audit Validation Level 1 standards. As part of the validation, the Consultant shall identify data gaps, potential inconsistencies, areas for improvement, and provide recommendations as needed to improve audit accuracy and reliability.

All validation services shall be performed in accordance with generally accepted auditing standards and in compliance with California Water Code § 10608.34 and Title 23, Division 2, Chapter 7, of the California Code of Regulations (Water Loss Audits and Water Loss Control Reporting). The Consultant must demonstrate experience conducting water loss audits and validations in accordance with these requirements and must hold a current California-Nevada AWWA Water Audit Validator Certificate.

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (RFP).

II. SCOPE OF SERVICES

The Consultant shall provide independent Level 1 validation of the City's annual AWWA Water Audit in accordance with AWWA M36 methodology and applicable state regulations.

The Scope of Services includes, but is not limited to, the following tasks:

1. Coordinate with City staff to confirm validation schedule and data requirements;
2. Review and evaluate the City's completed AWWA Water Audit and supporting documentation;
3. Assist with reviewing water audit inputs, methodologies, and calculations for consistency and completeness;
4. Perform and document an independent Level 1 water audit validation, including assignment of data validity grades;
5. Conduct a validation meeting with City staff involved in audit preparation;
6. Provide a validated AWWA Water Audit, validator certification, and a brief follow-up summary of validation notes; and
7. Supply the files and links needed for the City to complete its annual submission to the California Department of Water Resources.

The City's responsibilities are as follows:

1. Designate a primary project contact and staff participating in validation activities;
2. Compile and supply the completed annual AWWA Water Audit and supporting documentation in a timely manner;

3. Review and approve validation materials and deliverables; and
4. Submit the validated water loss audit and certification documentation to the Department of Water Resources, with assistance from the Consultant as needed.

III. RFP PROCESS

A. INVITATION TO RESPOND

The City of Mountain View invites qualified Proposers (Proposers) to provide proposals for Level 1 Water Audit Validation. See Scope of Services, Section II, for detailed requirements. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this RFP.

B. ISSUING OFFICE

The Public Works Department is the department issuing this RFP. Proposers who do not notify the Point of Contact (POC) with their contact information and the RFP number when contacting the City assume complete responsibility in the event that they do not receive communications prior to the closing date.

C. QUESTIONS

Please email the POC if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm shall not contact City employees, their Contractors, or elected City officials outside of the process identified.

1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please email any requests for clarification or additional information to the POC by the date listed in the RFP Schedule. Requests should contain the following: "Questions: Level 1 Water Audit Validation RFP" in the subject line. It is incumbent upon Proposers to verify City receipt of their questions.
2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the City as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.

D. PROPOSED SCHEDULE

The following table outlines the City’s proposed schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Time. The City reserves the right to amend the schedule as necessary.

	<u>Date</u>
1. RFP issued to prospective Proposers	January 26, 2026
2. Last date for submission of written questions (3:00 p.m.)	February 2, 2026
3. Issue addendum/response to written questions	February 9, 2026
4. Proposal submission deadline (3:00 p.m.)	February 20, 2026
5. Evaluation of proposals	February 23, 2026 to March 9, 2026
6. Contract award date	March 2026

E. PREPROPOSAL CONFERENCE

A preproposal conference will NOT be held.

F. CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a Proposer’s submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer’s proposal.

G. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Made in the official name of the firm or individual under which the vendor’s business is conducted (including the official business address);
 - c. Cover Page of this RFP signed by a person duly authorized to submit a proposal to this RFP solicitation;
 - d. Addressed to the POC, as identified on the Cover Page of this RFP; and

- e. Submitted in an electronic format with the Proposer's name on each file via [PlanetBids](#). Attachments shall be provided in the same manner.

2. Proposal Format:

- a. Section 1—Completed Cover Page, Attachment A.
- b. Section 2—Firm Qualifications and Experience, including a brief description of similar water loss audit validation projects completed within the past five (5) years. Proposers shall identify the certified water audit validator(s) assigned to the project and provide evidence of current California-Nevada AWWA Water Audit Validator certification.
- c. Section 3—Work Plan, including the proposed approach, staffing, and schedule for providing the services requested.
- d. Section 4—Proposal Costs, on the form provided, Attachment B. Include the proposed costs to provide the services desired as well as any other cost and price information with a not-to-exceed amount. Include the hourly rates that may be used for pricing the cost of additional services outlined in the Scope of Work. The City does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.

All travel time, mileage, and per diem shall be included in the submitted proposal price. No additional reimbursements for travel, food, or other expenses shall be made by the City.

- e. Section 5—References, minimum of three (3) from projects of similar scope, preferably from public agencies, on form provided, Attachment C.
- f. Section 6—Exceptions. Identify any exceptions or requested changes to the RFP requirements and conditions. If none are identified, it will be assumed the Proposer accepts all requirements and conditions of this RFP.
- g. Section 7—Insurance Certificate. Attach a copy of evidence of insurance as requested, per the attached Sample Contract, Attachment D.

H. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the Cover Page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of Proposers will not be released until after contract award.

I. LATE SUBMISSIONS

Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. Any proposal, modifications to proposals, or request for withdrawal of proposals arriving after the closing date and time are late and will not be considered unless the City determines that accepting the late proposal would be in the best interest of the City, and:

1. If it was transmitted through an electronic commerce method authorized by the solicitation and it was received at the initial point of entry to the City's infrastructure not later than the specified time; or
2. There is acceptable evidence to establish that it was received at the City location designated for receipt of proposals and was under the City's control prior to the time set for receipt of proposals; or
3. It was the only proposal received.

J. ECONOMY OF PREPARATION

Proposers shall prepare each proposal simply and economically, providing a straightforward, concise description of the Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the Proposer at the City's option. Any person may review proposals after final selection and the contract award has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a Proposer does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may submit more than one (1) proposal to reflect an alternative scope of work, project process, etc. However, only one (1) proposal should be identified as the Proposer's "PRIMARY PROPOSAL," and all others should be identified as "ALTERNATIVE PROPOSAL." To facilitate the evaluation process, the "ALTERNATIVE PROPOSAL" must follow the same format as the "PRIMARY PROPOSAL." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N. ACCEPTABILITY OF PROPOSALS

The City shall determine which Proposers have met the requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The City shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of acceptability of proposals shall be at the City's sole discretion.

The contents of the response of the successful proposal will become contractual obligations for contract negotiations. Failure of the responder to accept these obligations in a contract may result in cancellation of further negotiations.

O. PROPOSAL EVALUATION AND SELECTION

The City will evaluate proposals and may select one or multiple Proposers to provide the requested services. The contract award will be made to the responsible Proposer(s) whose proposal(s) is (are) determined to provide the overall best value to the City considering the evaluation criteria, including price. The various qualitative and quantitative criteria that will be used by the evaluation committee to review and rate proposals includes, but is not limited to, the following:

1. Proposer's experience, especially with public agencies, including the experience of staff to be assigned to this project, in engagements of similar scope and complexity;
2. Work plan or project approach meeting the RFP requirements;
3. Past performance, litigation, references, and customer service;
4. Adherence to the requirement of the RFP/exceptions taken;

5. Proposed timeline;
6. Support offered;
7. Total cost to the City; and
8. Any other factors as solely determined by the City to be in the City's best interest.

P. CITY'S RIGHTS

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be advantageous to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require the Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, including, but not limited to, price, technical proposal, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the responder.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a proposal to this RFP.

S. NEWS RELEASES/ADVERTISING

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City of Mountain View.

T. CONFIDENTIALITY

The Proposer shall instruct their employees and the employees of any subcontractors to keep as confidential information concerning the business of the City and the City's financial affairs, relations with City residents, and City employees and any other information which may be specifically classified as confidential by the City of Mountain View.

U. CONFLICT OF INTEREST

Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.

IV. **AGREEMENT TERMS**

- A. It is anticipated that the resulting agreement will be for a three (3) year contract from July 1, 2026 to June 30, 2029 with an option to extend for two (2) additional one (1) year terms at the discretion of the City, if applicable]. If the City elects to extend the contract for the additional fiscal year terms, rates for Fiscal Year 2029-30 and Fiscal Year 2030-31 shall be adjusted annually up to the CCPI-U for San Francisco-Oakland-Hayward for all items as determined by the California Department of Industrial Relations. For agreements expiring in June, the December CCPI-U from the prior year shall be used. All rate adjustments shall be rounded to the nearest dollar.
- B. The successful Proposer will be required to enter into a contract for services with the City and utilize the City's Standard Contract, Attachment D. **Please review the attached standard City contract for additional requirements, including Section 11, Business License, and Section 12, Insurance.**

V. **ATTACHMENTS**

ATTACHMENT A—PROPOSAL COVER PAGE

ATTACHMENT B—PROPOSAL PRICE FORM

ATTACHMENT C—REFERENCES

ATTACHMENT D—CITY STANDARD CONTRACT

ATTACHMENT A—PROPOSAL COVER PAGE

PROPOSER

Company: _____

Federal Tax I.D. No.: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Tel. No.: _____ Fax No.: _____

Email: _____

Name: _____

[PRINT OR TYPE]

Signature:* _____

Title: _____

Date: _____

* *Authorized Signature:* The signer declares under penalty of perjury that the signer is authorized to sign this document and bind the company or organization to the terms of this Agreement. The signer further understands and agrees that the conditions set forth in the instructions to Proposers, the terms and conditions and the specifications, together with this RFP, its attachments and amendments, the proposal, and any other documents submitted in response to the foregoing, shall form a part of and be construed with the contract.

ADDENDA

To ensure that all Proposers have received each addendum, please check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the proposal:

Addendum number(s) received: 1 2 3

Or, No addendum/addenda were received

Signature: _____

ATTACHMENT B—PROPOSAL PRICE FORM

ITEM NO.	DESCRIPTION	FEES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.	Other: _____ _____	

Escalation Factor:

Total Not to Exceed— ___-Year Term: \$ _____

Additional Optional— ___-Year Term(s): \$ _____

Pricing based on the following:

- Fixed fee for proposed Scope of Services.
- Any additional related expenses included.
- Escalation rates for subsequent term of agreement, if any.
- A total not-to-exceed cost.

ATTACHMENT C—REFERENCES

Please provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years, preferably for a public agency.

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
_____ **Email:** _____

Date of Project (when was work performed): _____
Describe what product or service was provided:

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND _____ FOR
_____ SERVICES**

This AGREEMENT is dated for identification this ____ day of _____ 20____, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and _____, _____[legal entity]_____, California Entity No. _____, whose address is _____ (hereinafter "CONSULTANT"), (CITY and CONSULTANT hereinafter collectively "Parties" or individually "Party").

RECITALS

- A. WHEREAS, CITY desires to retain the services of CONSULTANT to provide _____, Project _____; and
- B. WHEREAS, CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit A.
2. **Term and Effective Date.** The term of this Agreement shall be from July 1, 2026 through June 30, 2029, and by which time all work shall be completed, unless terminated earlier pursuant to Section 3, Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation; or Section 17, Termination, of this Agreement. This Agreement shall become effective on the date it is executed by all Parties. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed. CITY shall have the option to extend through amendments to this Agreement for two (2) additional one (1) year terms for a total maximum contract term not to exceed five (5) years.
3. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation.** This Agreement is subject to the budget and fiscal provisions of the City Charter and City Code of CITY. This Agreement will terminate without penalty, liability, or expense of any kind to CITY at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which

funds are appropriated. CITY has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. CITY budget decisions are subject to the discretion of the CITY's City Council. CONSULTANT's assumption of risk of possible nonappropriation is part of the consideration for this Agreement.

4. **Compensation.** The rates for services under this Agreement shall be as set forth in Exhibit A. Any remaining funds at the end of a fiscal year shall not carry over.

a. July 1, 2026 through June 30, 2027 (CITY Fiscal Year 2026-27). Maximum compensation to CONSULTANT for providing the services set forth herein for Fiscal Year 2026-27 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX).

b. July 1, 2027 through June 30, 2028 (CITY Fiscal Year 2027-28). Upon Council approval and adoption of the Fiscal Year 2027-28 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services set forth herein for Fiscal Year 2027-28 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX).

c. July 1, 2028 through June 30, 2029 (CITY Fiscal Year 2028-29). Upon Council and Board approval and adoption of the Fiscal Year 2028-29 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services as set forth herein for Fiscal Year 2028-29 shall not exceed (including reimbursed expenses) _____ Dollars (\$XX,XXX).

If additional one (1) year terms are exercised through amendments to this Agreement for Fiscal Year 2029-30 and Fiscal Year 2030-31, rates shall be adjusted annually up to the California Consumer Price Index-All Urban Consumers (CCPI-U) for San Francisco-Oakland-Hayward for all items as determined by the California Department of Industrial Relations. For agreements expiring in June, the December CCPI-U from the prior year is used. All rate adjustments shall be rounded to the nearest dollar.

5. **Compliance with Department of Industrial Relations.** CONSULTANT and CONSULTANT's subconsultant(s) providing services on a public works project by employees whose job classification is subject to California prevailing wage laws must be registered with the Department of Industrial Relations and maintain registration for the duration of this Agreement. CONSULTANT and/or CONSULTANT's subconsultants shall pay these employees per California prevailing wage rates and submit certified payroll records in conformance with Department of Industrial Relations requirements.

6. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

7. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY is relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY that CONSULTANT's work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT's said representation.

8. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor, and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. CONSULTANT will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONSULTANT's misclassification of workers providing services under this Agreement.

9. **Conflict of Interest.** If, in performing the services set forth in this Agreement, CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY's Conflict of Interest Code, CONSULTANT shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of CONSULTANT's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, CONSULTANT shall notify CITY's City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor, in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

10. **Ownership of Data and Documents.** CONSULTANT agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's request. In the event this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY forthwith.

11. **Business License.** Prior to the execution of this Agreement, CONSULTANT shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

12. Insurance.

a. Commercial General Liability Insurance. CONSULTANT shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. Professional Liability Insurance. CONSULTANT shall obtain and maintain Professional Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

*****WORKERS' COMPENSATION INSURANCE: IF THE CONTRACTING PARTY IS:**

--A COMPANY WITH EMPLOYEES, USE OPTION NO. 1.

--AN INDIVIDUAL OR INDIVIDUALS WITH NO EMPLOYEES, USE OPTION NO. 2.

>>(OPTION NO. 1)

d. Workers' Compensation Insurance. CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident. (END OF OPTION NO. 1)

>>(OPTION NO. 2)

d. Workers' Compensation Insurance. CONSULTANT is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

CONSULTANT is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONSULTANT maintains CONSULTANT is exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should CONSULTANT become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONSULTANT shall forthwith comply with those provisions and send evidence of financial compliance to CITY. (END OF OPTION NO. 2)

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

f. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

g. Other Insurance Provisions:

(1) If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View and CITY's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to CONSULTANT's services pursuant to this Agreement, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and CITY's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY and CITY's officers, officials, employees, and volunteers shall not contribute to it.

(4) CONSULTANT grants CITY a waiver of any rights to subrogation which any insurer of CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) CONSULTANT shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which CONSULTANT may be held

responsible for payment of damages resulting from CONSULTANT's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at CITY's sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

13. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT hereby agrees to and shall indemnify, defend, and hold CITY and CITY's officers, employees, agents, and volunteers harmless from any liability for damage or claims for damage for personal injury, including, but not limited to, death and/or property damage, caused by negligent acts, errors, or omissions in performance of professional services or operations under this Agreement by CONSULTANT or CONSULTANT's contractors, subcontractors, agents, or employees. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel reasonably acceptable to the City Attorney.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by both Parties.

17. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of termination based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

21. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

22. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

23. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

24. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

25. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY:	Public Works Director City of Mountain View 500 Castro Street P.O. Box 7540 Mountain View, CA 94039-7540
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To CONSULTANT: _____

With a copy to: _____ (optional)

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

26. **Compliance with Law.** CONSULTANT shall comply with all applicable laws and regulations of the Federal, State, and local government, including, but not limited to, “The Code of the City of Mountain View, California.” CONSULTANT specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY’s protocols for contractors related to COVID-19 which are located at www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

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IN WITNESS WHEREOF, this Agreement, dated _____ for identification, between the City of Mountain View and _____ for _____, is executed by CITY and CONSULTANT.

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“CONSULTANT”:

By: _____
Public Works Director OR City Manager
(select appropriate one)

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO CONTENT:

Date: _____

Public Works Director

Taxpayer I.D. Number

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney